

Form 2030 13 Cuervo

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: Joseph Cuervo and
Mary E. Cuervo,
Debtors.

Case No. 17-20492 GLT
Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. Sec. 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered to or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept\$ *

*Compensation is based upon an hourly rate of \$300.00 per hour.

Prior to the filing of this statement I have received\$ 2,500**

** From these fund \$870.00 was applied in payment of pre-petition legal services and \$380.00 was applied in payment of pre-petition costs including the Debtors' chapter 13 filing fee. \$1,250 remained to be used a retainer this case.

Balance due\$ ***

*** As specifically approved by the Court if legal fees exceed the "no look amount". This is not a "no look" fee agreement whether the legal fees for the case are less than or exceed the "no look" amount.

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify)

3. The source of the compensation to be paid to me is:

☒ Debtor ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with another person or persons who are not members and associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of financial affairs and

plan which may be required;

- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearing thereof;
- d. Representation of the debtor in adversaries and other contested bankruptcy matters; subject to the exclusions set forth in the Engagement Agreement;
- e. Other provisions as needed:

Engagement Agreement: The debtor(s) Engagement Agreement with Counsel is attached hereto and incorporated herein by reference.

Right to Withdraw: The Firm retains the right, subject to court approval, to withdraw from representing the debtor(s) if the debtor(s) do not honor the terms of the engagement agreement.

Certification of Counsel: I, Gary W. Short, Esquire ("Counsel"), hereby certify under penalty of perjury that I am duly admitted to practice in the Commonwealth of Pennsylvania and in this Court, that I maintain an office for the practice of law at 212 Windgap Road, Pittsburgh, PA 15237, that to the best of my knowledge, information, and belief, I do not have any connection with the above-named Debtor, their creditors, or any other party in interest herein, except that I represent said Debtor in this proceeding and that I am a "disinterested person" in this proceeding within the meaning of 11 U.S.C. §101(14).

- 6. By agreement with the debtor(s), the above-disclosed fee does not include the following services: see engagement agreement.

CERTIFICATION

I certify that the following is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

March 5, 2017
Date

/s/ Gary W. Short
Signature of Attorney

The Law Firm of Gary W. Short
Name of Law Firm

Chapter 13 Engagement Agreement

1. **Initial Payments:** The law firm of Gary W. Short (the "Firm") agrees to represent the undersigned in a Chapter 13 bankruptcy proceeding (the "Case") with compensation to be based upon an hourly fee basis. A timely initial payment of \$2,500.00 is required ("Initial Payment") before the Firm is obligated to represent you. As of 2/9/17, you have paid the Firm \$2500⁰⁰. The Initial Payment was applied in payments of pre-filing legal fees of \$ 870 and costs of \$ 380. The remainder of \$ 1250⁰⁰ is a retainer for the Case.

2. **Balance of Legal Fees:** The Firm agrees to accept payment of the balance of its fees and expenses in monthly payments from the Chapter 13 Trustee which are to be funded by your plan payments. If the Case is dismissed you are obligated to pay the unpaid balance of the Firm's charges within thirty days.

3. **Court Filing Fee:** Your \$310 court filing fee will be paid from the \$2,500 payment.

4. **Services:** The Firm will prepare and file all pleadings and documents and attend all hearings, conferences, and meetings which are reasonably necessary to prosecute the Case subject to the exception that the Firm is not obligated to undertake litigation which the Firm believes that you cannot afford. The rate for the Firm's services is three hundred dollars per hour plus out of pocket expenses. This agreement covers this Case only.

5. **Your Obligations:** You agree to timely supply the Firm with all of the information needed for the Case, attend your 341 meeting, cooperate with the Firm so that it can properly represent you, and timely make your Chapter 13 plan payments, pay any Court filing fee, file all delinquent tax returns, and submit automatic bank debit forms to the Firm (if applicable) for submission to the Chapter 13 Trustee (the "Obligations"). If the Firm notifies you in writing that you are not making a reasonable effort to fulfill the Obligations and you do not timely inform the Firm that you want your Case to continue and provide reasonable assurances that you will perform the Obligations, the Firm may on your behalf file a consent to dismissal or motion to dismiss the Case or a motion to withdraw as your counsel.

6. **Disclosure:** I am required to advise you that I am a debt relief agency which helps people file for bankruptcy relief under the Bankruptcy Code.

This is not a flat fee agreement. You are charged on an hourly basis. Initial ✓ ✓ MEG ✓

Contract Terms agreed to by:

Joseph Cuervo ✓
Joseph Cuervo

Dated: 2/8/16

Mary Cuervo ✓
Mary Cuervo

Dated: 2-8-16

Gary W. Short
Gary W. Short

Dated: 3/5/17